


RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1700 East College Way
Mount Vernon, WA 98273


200403220171
Skagit County Auditor
3/22/2004 Page 1 of 3 1:47PM

EASEMENT

GRANTOR: PORT OF SKAGIT COUNTY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 23, BSP 200301300162 (Portion NW 8-34-4)
ASSESSOR'S PROPERTY TAX PARCEL: P116596/8025-000-023-0000

FIRST AMERICAN TITLE CO.

m8810

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PORT OF SKAGIT, a Washington Municipal Corporation** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

**LOT 23 "HOPPER ROAD BUSINESS PARK, REVISED BINDING SITE PLAN,"
RECORDED JANUARY 30, 2003, UNDER AUDITOR'S FILE NO. 200301300162,
RECORDES OF SKAGIT COUNTY, WASHINGTON.**

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

That portion of the above described tract lying within a strip of land ten (10) feet in width with five (5) feet on each side of a centerline generally described as follows: Beginning at an existing pole located 145 feet, more or less, north of the South line of the above described Property; thence South (in line with the existing overhead transmission line) 140 feet, more or less, to a point five feet north of the north line of East George Hopper Road as shown on said Binding Site Plan; thence west 5 feet north of and parallel to said North line to the west line of the above described Property and the terminus of said centerline.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

UG Electric 11/1998
46665/105027273
NW 8-34-4

No monetary consideration paid

2. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

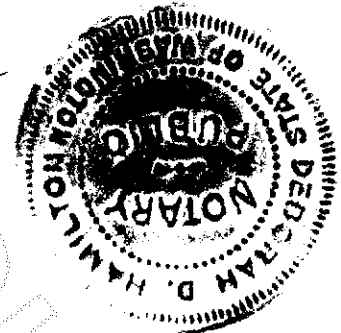
5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

7. The easement rights granted hereunder are in addition to those rights reserved in Volume 155 of Deeds, page 160 and shown on the face of said HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN affecting the West 120 feet of the above described Property.

DATED this 11th day of March, 2004.

BY: [Signature] [Signature]
ITS: President Secretary



STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 11th day of March, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kevin [unclear] & Glenn Allen to me known to be the person who signed as President & Secretary of the PORT OF SKAGIT COUNTY the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his her free and voluntary act and deed and the free and voluntary act and deed of PORT OF SKAGIT COUNTY for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said PORT OF SKAGIT COUNTY.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 22 2004

Notary seal, text and all notations must be inscribed on this form.

By [Signature] Skagit Co. Treasurer
Deputy

Deborah D. Hamilton
(Signature of Notary)
Deborah D. Hamilton
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County
My Appointment Expires: 10-24-06



200403220171
Skagit County Auditor

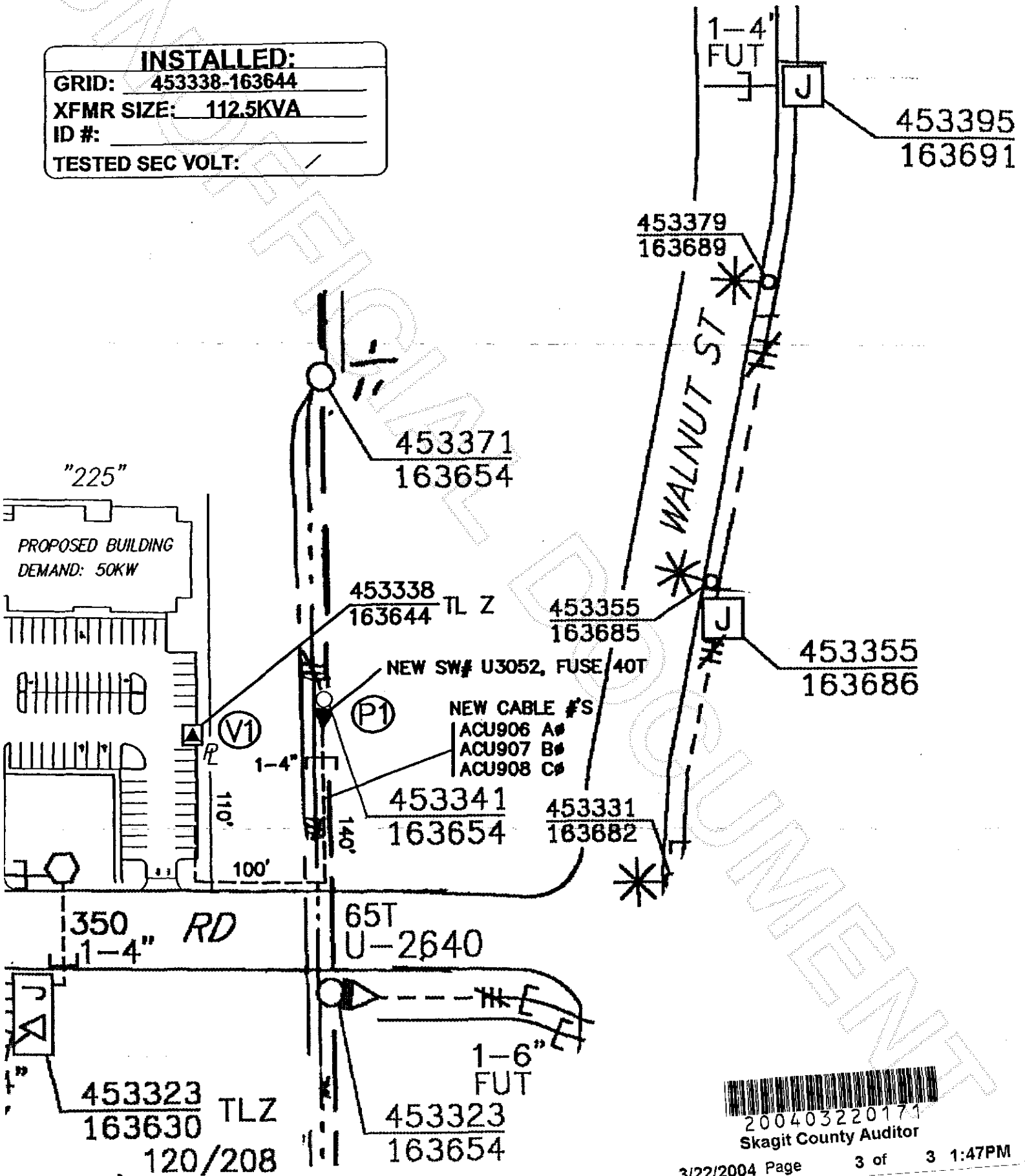
INSTALLED:

GRID: 453338-163644

XFMR SIZE: 112.5KVA

ID #:

TESTED SEC VOLT: /



200403220171

Skagit County Auditor